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SOUTH CAROLINA

VA Form 26-6338 (Home Loan)  
Revised September 1975. Use Optional  
Section 1810, Title 38 U.S.C. Applicable  
able to Federal National Mortgage  
Association.  
W. S. TANKERSLEY  
R.M.C.

# MORTGAGE

STATE OF SOUTH CAROLINA, }  
COUNTY OF GREENVILLE } ss:

WHEREAS: FRANK LYDA and SYBIL LYDA

of  
Greenville, South Carolina, hereinafter called the Mortgagor, is indebted to

COLLATERAL INVESTMENT COMPANY

BY O. C. S. a corporation  
organized and existing under the laws of the State of Alabama, hereinafter  
called Mortgagee, as evidenced by a certain promissory note of even date herewith, the terms of which are incor-  
porated herein by reference, in the principal sum of Nineteen Thousand Five Hundred and no/100 -  
----- Dollars (\$ 19,500.00 ), with interest from date at the rate of  
eight and one-half per centum (8-1/2%) per annum until paid, said principal and interest being payable  
at the office of Collateral Investment Company, 2233 Fourth Avenue, North  
in Birmingham, Alabama 35203, or at such other place as the holder of the note may  
designate in writing delivered or mailed to the Mortgagor, in monthly installments of One Hundred Forty-  
nine and 96/100ths ----- Dollars (\$ 149.96 ), commencing on the first day of  
September, 19 77, and continuing on the first day of each month thereafter until the principal and  
interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and  
payable on the first day of August, 2007.

Now, KNOW ALL MEN, that Mortgagor, in consideration of the aforesaid debt and for better securing the  
payment thereof to the Mortgagee, and also in consideration of the further sum of Three Dollars (\$3) to the Mortgagor  
in hand well and truly paid by the Mortgagee at and before the sealing and delivery of these presents, the receipt  
whereof is hereby acknowledged, has granted, bargained, sold, assigned, and released, and by these presents does  
grant, bargain, sell, assign, and release unto the Mortgagee, its successors and assigns, the following-described  
property situated in the county of Greenville  
State of South Carolina;

ALL that piece, parcel or lot of land, together with all buildings and improvements,  
situate, lying and being on the northern side of Churchill Circle, near the City  
of Greenville, in Greenville County, South Carolina, being shown and designated  
as Lot No. 93 on a plat of a PORTION OF AUGUSTA ACRES, showing Lots 74 through  
97, made by R. E. Dalton, dated March, 1946, recorded in the RMC Office for  
Greenville County, S. C., in Plat Book P, page 17, reference to which is hereby  
craved. Said lot being 100 feet wide and 200 feet deep.

The above property is the same conveyed to the Mortgagors by deed of Robert W.  
Brown and Jewell E. Brown to be recorded simultaneously herewith.

The mortgagors covenant and agree that so long as this mortgage and the said  
note secured hereby are guaranteed under the provisions of the Serviceman's  
Readjustment Act of 1944, as amended, they will not execute or file for record  
any instrument which imposes a restriction upon the sale or occupancy of the  
mortgaged property on the basis of race, color, or creed. Upon any violation of  
this undertaking, the mortgagee may, at its option, declare the unpaid balance  
of the debt secured hereby immediately due and payable.

The mortgagors covenant and agree that should this mortgage or the note secured  
hereby not be eligible for guaranty or insurance under Serviceman's Readjustment  
Act within 90 days from the date hereof (written statement of any officer or  
authorized agent of the Veterans Administration declining to guarantee or insure  
said note and/or this mortgage being deemed conclusive proof of such ineligibility),  
the present holder of the note secured hereby or any subsequent holder thereof  
may, at its option, declare all notes secured hereby immediately due and payable.

Together with all and singular the improvements thereon and the rights, members, hereditaments, and appurtenances  
to the same belonging or in anywise appertaining; all the rents, issues, and profits thereof (provided, however, that  
the Mortgagor shall be entitled to collect and retain the said rents, issues, and profits until default hereunder); all  
fixtures now or hereafter attached to or used in connection with the premises herein described and in addition thereto  
the following described household appliances, which are and shall be deemed to be, fixtures and a part of the realty  
and are a portion of the security for the indebtedness herein mentioned;

Carpet.

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